



PUBLIC LAND AUCTION



www.dot.ca.gov/property

Vintage house for the “historic” loving buyer

INFORMATION

DD 22373-01-01

Auction Date:
November 8, 2012

Registration: 9:00 am
Auction Time: 10:00 am

Location: CALTRANS
Garcia Room
4050 Taylor Street
San Diego, CA 92110

- 60-DAY AGREEMENT TO PURCHASE
- NO FINANCING
- NO COMMISSIONS
- BIDDER'S REGISTRATION \$7,500.00



*We reserve the right to omit the sale of any auction item
prior to the auction date*

OPEN HOUSE NOTICE

Historic property located on 8336 Golden Ave, Lemon Grove, CA will be open for public viewing at the following times:

Dates: Sunday, October 7, 2012

Time: 1:00 p.m. – 4:00 p.m.

Dates: Tuesday, October 16, 2012

Time: 8:30 a.m. – 12:00 p.m.

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the bidders. All bidders are encouraged to make visual inspections during the open house. All properties are sold in an **“AS IS”** condition.

The Preservation Covenant “Appendix1”, Assignment and Assumption Agreement “Addendum 1” and Historical Covenant and Notice of Restrictions “Addendum 2” will be included in all the transfer documents. These documents outline the restrictions and specific internal and external features to be protected.

Property was not surveyed for asbestos or lead paint. However, due to the age of the structure, there is a chance that the home contains both substances. Please read the lead warning attached to the brochure as “Appendix 2”.

Cashier’s check, certified check or money order only
No personal checks or cash accepted

The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

For further information, call, or write Excess Lands Department, Department of Transportation, 4050 Taylor Street, M.S. 310, San Diego, CA 92110, phone (619)688-3349. Email address: lena.young@dot.ca.gov

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WE ARE ON THE INTERNET!

You can find a statewide list of all Caltrans excess properties for sale at our website:

<http://www.dot.ca.gov/property>



Front of the house



Semi-circular driveway with view of front yard



Back of the house



Backyard



Front and rear balconies





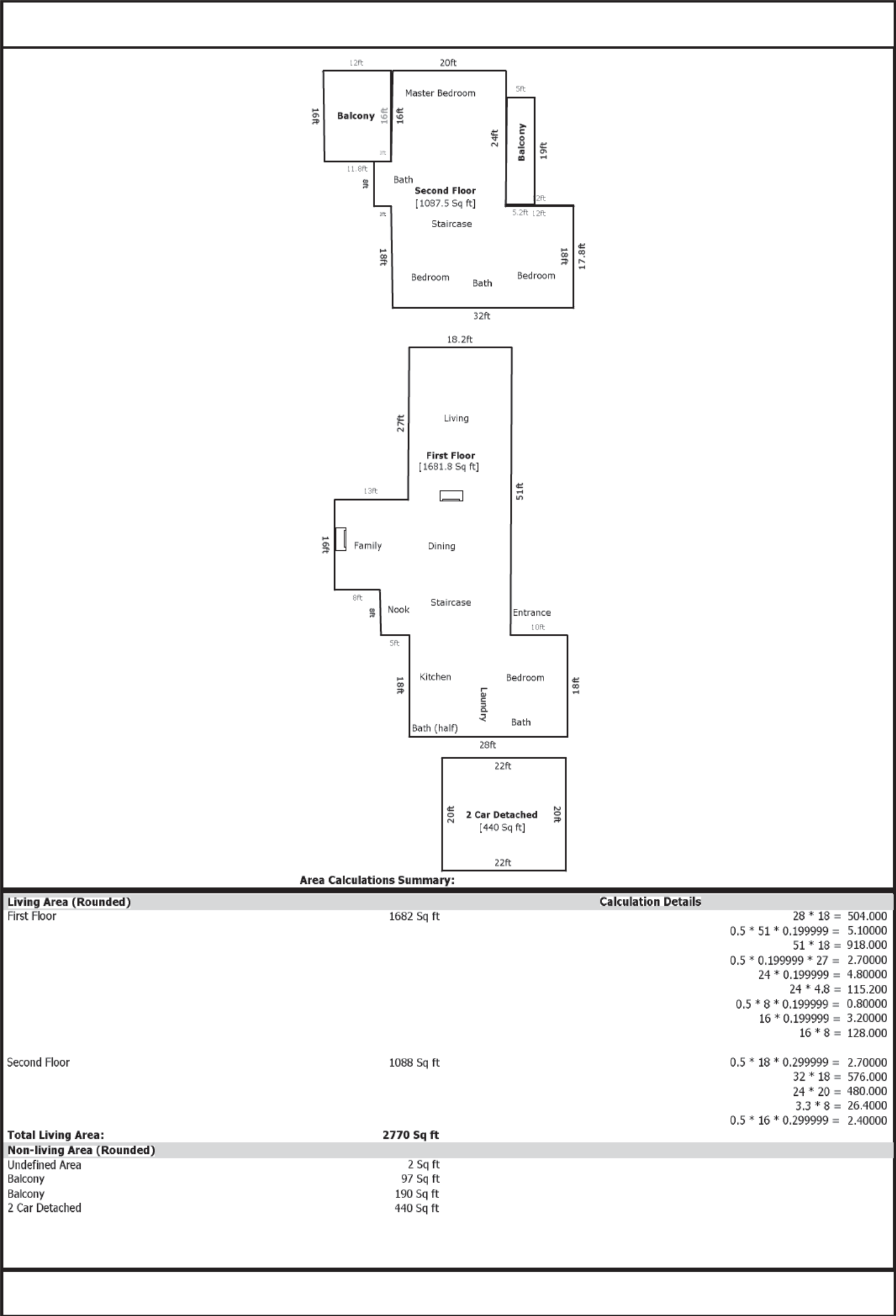
Living Room



Fire place in living room

Building Sketch

Borrower/Client	N/A			
Property Address	8336 Golden Avenue			
City	Lemon Grove	County	San Diego	State CA Zip Code 91945
Lender	Caltrans			



DATA SHEET
DD 022373-01-01

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the bidders. All bidders are encouraged to make visual inspections prior to the auction. The property is sold in an "AS IS" condition.

PROPERTY: This historical property is located on 8336 Golden Ave, Lemon Grove, CA.

LOCATION: San Diego County

ZONING: RLM (Residential Low/Medium Density)

LOT SIZE: Approximately 24,267 SF

SHAPE: Rectangular in shape

TOPOGRAPHY: Topography on the subject parcel is generally level

UTILITIES: All public utilities are available

TENANCY: Yes, currently occupied

ACCESS: 8336 Golden Ave

IMPROVEMENTS: The James House is a custom home designed in 1931 by noted San Diego architect, Frank L. Hope Sr. It is truly unique, ideal for any buyer who values the charm and attention to detail from an earlier era. It is a two-story Monterey Colonial Style home, built approximately in 1930's, that sits on a ridge top which affords a view to the northeast from behind. The property has a generous hillside back lot with various mature fruit trees.

The home has an area about 2,770 SF. 1682 SF on the first story and 1088 SF on the second floor. It features four bedrooms, three upstairs and one downstairs, three and half bathrooms, basement and detached 2 car garage. The master bedroom features balconies at the front and rear. There is a high standard of craftsmanship throughout the house as illustrated in the turned balusters in the railing and the scalloped brackets at the columns on the balcony. The balcony looks out on a semi-circular drive. Interior craftsmanship is visible in the curved staircase of Mexican tile flooring, arched passageways, small arched niche, arched fireplace, and wooden mantle with scalloped brackets. The laundry room has a laundry chute from upper level and built in cabinetry. Note: The building was completely rehabilitated to the Secretary of the Interior "Standards" in 1997-1998. Building is prone to bee infestation. Retaining wall in the backyard is cracked.

This home was not surveyed for lead paint or asbestos. However, due to the age of the structure, there is a chance that the home contains both substances. Please note the Lead Warning Statement attached in Appendix 2.

There is no home, roof, termite or structural inspections made on this house by Caltrans. However, prospective bidders may conduct inspections to the home at their own expense during the Open Houses Tours. Please refer to Inspection Indemnity section in the Terms of Option to Purchase Agreement.

Property may qualify for various federal and state tax incentives.

REAL ESTATE TAXES: Property is not assessed for taxes while vested in the State. It will, however, be assessed after transfer into private ownership.

ENCUMBRANCES: None

The sale of this property is subject to all matters of public record and any easement, claim of easements or reservations not of record. Prospective bidders should consult local title companies if more complete information regarding the title of the property is required. The Department does not provide a preliminary title report.

The purchaser assumes all responsibility for complying with local development standards, codes and ordinances for any use or development. The Department makes no warranty or representation that any property being offered is developable or that the local jurisdiction will permit development.

REMARKS: This sale is subject to the approval of the California Transportation Commission [CTC]. The winning bid will be submitted for approval at the CTC's meeting tentatively scheduled on January 8, 2013.

MINIMUM BID: **\$161,000.00**

REGISTRATION FEE: **\$7,500.00**

TERMS: CASH-60-Day Option

AUCTION DATE: Thursday, November 8, 2012 @ 10:00 AM

Registration: 9:00 am

Auction Time: 10:00 am

AUCTION LOCATION: CALTRANS DISTRICT OFFICE,
4050 TAYLOR ST., SAN DIEGO, CA 92110
GARCIA ROOM

OPTION DEPOSIT: 10% of Bid less \$7,500.00 due Thursday, November 15, 2012, by 3:00PM

OPTION PERIOD: Balance in full on or before Monday, January 7, 2013 at 3:00 PM

TERMS OF OPTION TO PURCHASE AGREEMENT

DD 022373-01-01

MINIMUM BID: **\$161,000.00.** The State of California, Department of Transportation (the Department) has agreed to consider all bids equal to or greater than the minimum bid. **NO BID BELOW THE MINIMUM WILL BE RECOGNIZED.**

TERMS: **CASH 60-DAY OPTION PERIOD**----The full bid price shall be paid to the Department of Transportation on or before the end of the Option Period, **Monday, January 7, 2013 by 3:00PM** in the form of a cashier's check, certified check or money order. ** The Department does not accept personal checks **

BID REGISTRATION: In order to participate in this auction, a registration fee of **\$7,500.00** is required with the completion of the Bid Form. The registration fee must be by **cashier's check, certified check, or money order** made payable to the Department of Transportation. The successful bidder will apply the \$7,500.00 registration fee toward their Option Deposit.

OPTION DEPOSIT: The total option deposit amount represents 10% of the actual bid. The winning bidder will be required to pay the Department the difference between the initial registration fee of \$7,500.00 and an amount representing 10% of the actual bid within 5 working days of the sale. Payment of said difference must be received by **3:00 PM Thursday, November 15, 2012** or the registration fee of \$7,500.00 is forfeited and the Option may be awarded to the second highest bidder.

All payments, including the initial deposit, the additional option deposit and any payments on the remaining balance must be in the form of a cashier's check, certified check or money order made payable to the Department of Transportation.

OPTION PERIOD: The Option Deposit previously described will be consideration for the 60-Day Option period and will be credited toward the accepted bid. The balance of the accepted bid shall be paid on or before the expiration of the **60-Day Option Period, Friday, January 7, 2013 by 3:00PM**. There may be situations wherein the Option holder is unable to complete the terms of this Option within the time allowed for reasons beyond his/her control. Under these circumstances, the Department, at its discretion, may elect to extend the Option Period. A charge of 1% of the bid price per the month will normally be made for such extensions. This charge **SHALL NOT** be applied toward the purchase price.

OPTION AGREEMENT: Immediately after the auction, the Successful High Bidder shall sign an Option To Purchase Agreement, for cash. The successful bidder shall be bound to the terms specified in both the Option To Purchase Agreement and the sales brochure. The Option is not assignable or transferable. This sale is subject to the approval of the California Transportation Commission (CTC), tentatively scheduled to meet on **January 8, 2013**. Title will transfer after the balance of the purchase price is received, the CTC has approved the sale and the Director's Deed has been recorded. If the CTC does not approve the sale, all funds deposited with the Department will be refunded without interest.

FORFEITURE OF DEPOSIT: The Option Deposit shall be **non-refundable** in the event that the successful bidder fails to exercise the Option within the 60-day period or fails to comply with any and all of the terms of the Option, as provided herein.

DUE DILIGENCE: All bidders must fully complete their property due diligence prior to the date of the auction. Winning bidders shall represent, covenant and warrant that they are purchasing the property relying solely on their independent inspection of the property in its existing condition. The Department shall not be liable for any allowance, adjustment or revision based upon the failure of the property, appliances or floor plans

to conform to any specific standards. It is the responsibility of all prospective purchasers to fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the sale property. The Department makes no warranty regarding whether or not the current use of the property is in compliance with the present zoning and/or permitted use.

INSPECTION INDEMNITY: In connection with any due diligence, any inspection, visit and/or investigation of the property by prospective purchasers, bidders, and/or winning bidders or any person/entity on their behalf (the "Inspectors") shall 1) keep the property free and clear of liens, 2) repair all damage arising from such inspection, and 3) indemnify, defend and hold the Department harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting seller from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

DISCLAIMER OF WARRANTY: The property is sold in an "**AS IS**" condition. All prospective purchasers/bidders acknowledge and agree that they are bidding for, and if the winning bidder, acquiring the property in its present state and condition as of auction day, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental or health hazards. All prospective purchasers/bidders acknowledge and agree that seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property. Each prospective purchaser/bidder should consider these matters when registering as a bidder and placing bids.

NOTE:

This home was not surveyed for lead paint or asbestos. However, due to the age of the structure, there is a chance that the home contains both substances. Please read the **lead warning** attached to this brochure as "**Appendix 2**".

There is no home, roof, termite or structural inspections made on this house by the Department. However, prospective bidders may conduct inspections to the home at their own expense during the open house tours. Please refer to Inspection Indemnity section for inspection requirements. Property is prone to **bee infestation**. Retaining wall in the backyard is cracked. An adjustment for repairs to the property was made before setting the minimum bid.

REPAIRS: All properties will be sold on an "**AS IS**" basis, and repairs, if any, is the responsibility of the successful bidder. The Department makes no warranties, oral, written or implied to any of the property improvements. Condition of all improvements is a "**risk**" that the successful bidder must accept. Bidders are strongly encouraged to attend the open house tours and fully investigate the improvement condition. The building was completely rehabilitated to the Secretary of the Interior "Standards" in 1997-1998.

SECOND HIGHEST BID: In the event the high bidder fails to execute his/her option within the Option Period or defaults in the completion of the sale, the Department, at its discretion, may offer the parcel to the **second** highest bidder. If the second highest bidder accepts the Option, the deposit requirements and terms of the Option To Purchase Agreement shall be the same as stated in this sales brochure, except that the Option Period shall commence on the day the Option is awarded by the Department to the Second High Bidder.

CALIFORNIA TRANSPORTATION COMMISSION: The sale under the Option to Purchase Agreement is subject to the approval of the California Transportation Commission (CTC), tentatively scheduled for **January 8, 2013**. Title will transfer after the balance of the purchase price is received, the CTC has approved the sale and the Director's Deed has recorded. If the CTC does not approve the sale, all funds deposited with the Department will be refunded without interest.

FEES: The successful bidder is responsible for **ALL FEES** associated with this sales transaction including but not limited to broker's commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees and any other fees or charges. The Department does not pay a broker's commission.

FINANCING: Credit terms are not available.

****Financing is the responsibility of the successful bidder, together with all costs, including appraisal and loan fees, credit reports, points, title insurance, premiums, surveys, documentary transfer taxes, escrow and recording fees and any other charges.****

ESCROW: The successful bidder may open an escrow account at the bidder's option and expense. If the successful bidder chooses to open escrow, the escrow officer shall notify the Department by letter within 10 days from the date of the auction. The notification letter shall be mailed directly to the Department of Transportation, Right of Way Division, M.S. 310, 4050 Taylor St., San Diego, CA 92110, Attention: Lena Young.

DISQUALIFIED BIDS: The Department reserves the right to reject any and all offers, and to waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the Department. Any agreement between two or more prospective bidders to set their bid prices, or not to submit bids against each other, for the purpose of purchasing any parcel at a more advantageous price or terms, is prohibited. Where such an agreement comes to the knowledge of the Department, any bids made pursuant to such agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both partners or joint ventures or other similar legally permissible combination.

LIMITING CONDITIONS

1. The sale under this Option is subject to the approval of the California Transportation Commission (CTC). If the sale is not approved, the Option Deposit and balance payment will be refunded without interest. Title is transferred after full payment is received, CTC approves the sale and the Director's Deed is recorded.
2. The Department reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of the sale and/or rejection of any bids, the respective deposits of moneys shall be refunded without interest.
3. The right, title, and interest in the property to be sold shall not exceed that vested in the Department. The sale of this property is subject to all matters of public record and any easements, claims of easements or reservations, whether of record or not. The Department does not assume any liability for any possible encumbrances on this property. The successful purchaser may obtain a policy of title insurance at his or her own expense.
4. The successful bidder shall pay all recording fees, points, repairs and costs, documentary stamp taxes, title insurance, or other real estate transaction taxes or fees, by whatever name known, including escrow fees and any broker's commission. If applicable, purchaser shall pay any personal property sales taxes.
5. The property for sale in this brochure has been determined to be eligible for inclusion in the National Register of Historic Places and listed in the California Register of Historical Resources. Property will have Covenants, Restrictions and Assignment and Assumption Agreement included in the Deed. The covenants are intended to protect the historic integrity of the building. A copy of the Reservation Covenant (**Appendix 1**), Assignment and Assumption Agreement (**Addendum 1**) and Historical Covenant and Notice of Restrictions (**Addendum 2**) are attached to this brochure and will be recorded.
6. The property is sold in an **"AS IS"** condition. Repairs are the responsibility of the successful bidder. The Department makes no warranties, oral, written or implied to any of the property's improvements. Condition of all improvements is a risk that the successful bidder must accept. The successful bidder agrees that, as of the close of escrow, the property is acquired in an **"AS IS"** condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the successful bidder assumes all responsibilities for such faults and conditions.

NOTE:

This home was not surveyed for lead paint or asbestos. However, due to the age of the structure, there is a chance that the home contains both substances. Please read the **lead warning** attached to this brochure as **"Appendix 2"**.

There is no home, roof, termite or structural inspections made on this house by the Department. However, prospective bidders may conduct inspections to the home at their own expense during the open house tours. Please refer to Inspection Indemnity section in the Terms of Option to Purchase Agreement for inspection requirements. Property is prone to **bee infestation**. Retaining wall in the backyard is cracked. An adjustment for repairs to the property was made before setting the minimum bid.

REPAIRS: All properties will be sold on an **"AS IS"** basis, and repairs, if any, is the responsibility of the successful bidder. The Department makes no warranties, oral, written or implied to any of the property improvements. Condition of all improvements is a **"risk"** that the successful bidder must accept. Bidders are strongly encouraged to attend the open house tours and fully investigate the improvement condition. The building was completely rehabilitated to the Secretary of the Interior "Standards" in 1997-1998.

7. Property is currently tenant occupied.

8. The property is warranted to be free of any liens, court judgments, loans and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. The Department does not assume any liability for any possible encumbrances on this property. The right, title, and interest in the property to be sold shall not exceed that vested in the Department, and this sale is subject to all title exceptions and reservation whether or not of record. The successful purchaser may obtain a policy of title insurance at his or her own expense.

9. The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

10. The subject is currently zoned RLM (Residential Low/Medium Density). It is recommended that all prospective purchasers fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. The Department makes no warranty regarding the zoning or rezoning of any property or land-use determinations. The successful bidder shall be responsible for checking and complying with local codes and ordinances for permitted land uses.

11. All State of California, Department of Transportation employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.

12. The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.

13. Should the successful bidder purchaser desire a survey of the property, this may be accomplished with the expressed consent of the Department and by an independent survey at the purchaser's expense. The Department makes no warranty relative to the ground locations of property lines other than monument highway right of way lines.

14. The sale of this excess property is exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by the Department for the sale of this property does not mean that the buyer may not have to obtain subsequent environmental clearance or prepare an environmental document as required by any local agency. The buyer should also be aware that if the buyer seeks some form of approval/permit for development subsequent to buyer's purchase of this excess property, the local agency might require an environmental document and/or environmental analysis before giving its approval or permit.

15. The successful bidder shall be bound to the terms specified in both the Terms Of Option To Purchase Agreement and the sales brochure.

APPENDIX 1

PRESERVATION COVENANT

In consideration of the conveyance of certain improved real property, hereinafter referred to as the James House, located at 8336 Golden Avenue, in the City of Lemon Grove, County of San Diego, State of California, which is more fully described as:

That portion of Lot 69, LEMON GROVE PARK in the City of Lemon Grove, County of San Diego, State of California, according to Map thereof No. 1303 filed in the office of the Recorder of San Diego County, January 17, 1911, as conveyed in grant deed to the State of California recorded January 8, 1993 as Document No. 1993-0010786 in said office of the Recorder, lying Southwesterly of the following described line:

BEGINNING at a point on the Southeasterly line of the above described Parcel, said point bears N.65°47'45"E. (N.65°23'30"E. per said grant deed), 229.83 feet along said line from the Southwesterly corner of said Parcel: thence (1) leaving said line N.31°00'47"W., 116.95 feet to the Northwesterly line of said Parcel and the POINT OF TERMINUS, said point bears N.61°31'30"E. (S.61°11'50"W.), 219.07 feet along said line from the Northwesterly corner of said Parcel.

Containing 24,267 square feet, more or less.

Subject to the attached PRESERVATION COVENANT (Appendix 1), LEAD WARNING STATEMENT (Appendix 2), ASSIGNMENT AND ASSUMPTION AGREEMENT (Addendum 1) and HISTORICAL COVENANT AND NOTICE OF RESTRICTIONS (Addendum 2), special assessments if any, restrictions, reservations, and easements of record.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State Highway.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 6. Multiply all distances used in the above descriptions by 1.000025 to obtain ground level distances.

[Name of property recipient] hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to [covenantee] to maintain and preserve all original exterior and interior architectural features and fixtures, listed and described as follows:

1. [Name of property recipient] shall preserve and maintain the James House in accordance with the recommended approaches in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (U.S. Department of the Interior, National Park Service, 1995) in order to preserve and enhance those qualities that make the James House eligible for inclusion in the National Register of Historic Places.

2. No construction, alteration, remodeling, or any other thing shall be undertaken or permitted to be undertaken on the James House which would affect the structural integrity of

appearance of the James House without the express prior written permission of the Lemon Grove Historical Society, signed by a fully authorized representative thereof.

3. Lemon Grove Historical Society shall be permitted at all reasonable times to inspect the James House in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Lemon Grove Historical Society may, following reasonable notice to the [name of property recipient], institute suit to enjoin said violation or to require the restoration of the James House. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

5. [Name of property recipient] agrees that Lemon Grove Historical Society may at its discretion, without prior notice to the City of Lemon Grove, convey and assign all or part of its rights and responsibilities contained herein to a third party.

6. This covenant is binding on [name of property recipient], its heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by [name of property recipient] verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the James House or any part thereof.

7. The failure of Lemon Grove Historical Society to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon the James House and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that [name of property recipient] agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

INTERIOR FEATURES TO BE PROTECTED:

Interior throughout the House:

- Original single- and multi-panel (some arched, some plain) doors and closet doors with wrought iron or cut-glass door hardware
- Wall sconces
- Original wrought-iron curtain rods above windows
- Hardwood floors

Ground-floor:

- Curved rough-tooled lath and plaster ceiling and arched openings in entry hall
- Ceiling beams with supporting brackets and rough-tooled lath and plaster ceiling (dining room, living room)
- Rough-tooled lath and plaster walls (entry hall, living room, dining room)
- Ceiling-mounted light fixture (entry hall, stairwell and dining room)

- Curved plaster shallow wall niche (entry hall)
- Quarry tile floor and tile baseboards (entry hall)
- Wrought-iron stair hand-rails and decorative glazed tile work in open stairwell
- Wood supports and beam in rectangular open entry from entry to dining room
- Quarry tile fireplace hearth, wood mantel with curvilinear support brackets, arched fireplace box with the decorative glazed tile work on the surround (living room)
- French doors to rear yard with wrought-iron curtain rod (living room)
- Built-in bookcase and cabinets and arched tops (living room)
- Wide wood baseboards (dining and living rooms)

Second floor:

- Built-in bedroom desks (rear Bedroom, northeast corner of house)
- Ceiling-mounted light fixtures (hallway)

EXTERIOR FEATURES TO BE PROTECTED:

- Hip-roof with open eaves and exposed curvilinear rafter tails
- Stucco walls textured to mimic adobe
- Cantilevered balcony on front elevation with existing turned balusters (repaired and partially reconstructed), simple posts, and curvilinear brackets
- Original casement windows, some with deep window reveals
- Tiled entry door surround, deep reveal, and arched opening
- Eight-panel slightly-arched entry door with wrought iron door hardware
- Brick entry porch and tile threshold
- Wrought iron porch light and wall sconces
- Small niche leaded-glass window on front elevation with decorative wrought-iron grille and deep window reveal
- Wood planter bar on brackets beneath casement window on ground floor front elevation beneath the cantilevered balcony
- Plank doors and wrought iron door hardware
- Stepped and curvilinear consoles and cantilever on second-story bay on front elevation, northwest corner of house
- Decorative brackets and cantilever of second-story bedroom on rear elevation, northeast corner of house
- Stuccoed chimney extending above living room roof
- Stamped and painted concrete walkway from drive to front entry porch
- Stuccoed connecting wall between house and garage, with slightly arched opening to rear yard, decorative glazed tile above opening
- Curvilinear drive
- Shutters with S-shape brackets

Please refer to Assignment and Assumption Agreement (Addendum 1) and Historical Covenant and Notice of Restrictions (Addendum 2) for complete details.

APPENDIX 2

In accordance with the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD), effective September 6, 1996, all sellers must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers for any housing built before 1978. By signing the Certificate of Pre-Bid Agreement, you acknowledge receiving a pamphlet *titled* Protect Your Family From Lead In Your Home.

LEAD WARNING STATEMENT

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

The Department does not have any records indicating lead-based paint and/or lead-based paint hazards in the house that is being offered for sale. The house is sold in an "AS IS" condition and no remediation will be done by the Department. Prospective bidders may conduct inspections to the home at their own expense during the Open House Tours. Please refer to Inspection Indemnity section in the Terms of Option to Purchase Agreement.

**Recording Requested by
DEPARTMENT OF TRANSPORTATION**

When recorded, Mail to
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
4050 Taylor Street, M.S. 310
San Diego, CA 92110
Attn: Lena Young
Excess Lands

Space Above Line For Recorder's Use

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "AAA"), is entered into this _____ day of _____, 2012, by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation ("DEPARTMENT/ASSIGNOR") and Lemon Grove Historical Society, a California non-profit corporation ("ASSIGNEE").

RECITALS

A. Whereas, _____ are or will become the owners of a parcel of real property, which has been determined eligible for inclusion on the National Register of Historic Places, and listed in the California Register of Historical Resources located at 8336 Golden Avenue, in the City of Lemon Grove, County of San Diego, State of California, more particularly described below, and hereinafter referred to as "the PROPERTY":

That portion of Lot 69, LEMON GROVE PARK in the City of Lemon Grove, County of San Diego, State of California, according to Map thereof No. 1303 filed in the office of the Recorder of San Diego County, January 17, 1911, as conveyed in grant deed to the State of California recorded January 8, 1993 as Document No. 1993-0010786 in said office of the Recorder, lying Southwesterly of the following described line:

BEGINNING at a point on the Southeasterly line of the above described Parcel, said point bears N.65°47'45"E. (N.65°23'30"E. per said grant deed), 229.83 feet along said line from the Southwesterly corner of said Parcel: thence (1) leaving said line N.31°00'47"W., 116.95 feet to the Northwesterly line of said Parcel and the POINT OF TERMINUS, said point bears N.61°31'30"E. (S.61°11'50"W.), 219.07 feet along said line from the Northwesterly corner of said Parcel.

Containing 24,267 square feet, more or less.

Subject to the attached PRESERVATION COVENANT (Appendix 1), LEAD WARNING STATEMENT (Appendix 2), ASSIGNMENT AND ASSUMPTION AGREEMENT (Addendum 1) and HISTORICAL

ADDENDUM 1

COVENANT AND NOTICE OF RESTRICTIONS (Addendum 2), special assessments if any, restrictions, reservations, and easements of record.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State Highway.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 6. Multiply all distances used in the above descriptions by 1.000025 to obtain ground level distances.

B. Whereas, _____ and DEPARTMENT/ASSIGNOR are parties to a Historical Covenant and Notice of Restrictions Agreement, Agreement #8336-A, entered into on _____, (the "Historical Covenant"), which is incorporated herein by this reference, wherein _____ agreed to do or refrain from doing particular things to the PROPERTY, to assure the preservation, protection, enhancement and retention of the historic characteristics of said 8336 Golden Avenue property. Under the Historical Covenant, DEPARTMENT/ASSIGNOR has taken on certain duties, rights and obligations relative to the PROPERTY; and

C. Whereas, DEPARTMENT/ASSIGNOR, as that covenantee in the Historical Covenant, desires to now assign to ASSIGNEE all of DEPARTMENT/ASSIGNOR's duties, rights and obligations thereunder and ASSIGNEE desires to assume DEPARTMENT/ASSIGNOR's rights duties, and obligations under the Historical Covenant; and

D. Whereas, DEPARTMENT/ASSIGNOR intends to pay a one time service fee in the amount of _____ (\$____) to ASSIGNEE for ASSIGNEE assuming in perpetuity all of the DEPARTMENT/ASSIGNOR's duties, rights and obligations under the Historical Covenant.

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into this AAA, and other good and valuable consideration, receipt of which is hereby acknowledged, DEPARTMENT/ASSIGNOR and ASSIGNEE hereby agree as follows:

1. DEPARTMENT/ASSIGNOR hereby assigns and delegates all of DEPARTMENT/ASSIGNOR's obligations, responsibilities, and duties in and to the Historical Covenant to ASSIGNEE. ASSIGNEE hereby assumes and agrees to completely and timely perform, comply with and discharge, each and every obligation, covenant, representation, warranty, indemnification, duty and liability of DEPARTMENT/ASSIGNOR under the Historical Covenant.

2. That _____, as the buyers of the PROPERTY have also entered into a Historical Covenant and Notice of Restrictions Agreement (HCNRA) dated _____, which is incorporated herein by this reference, pursuant to Government Code 54235, et. seq. That HCNRA places certain additional restrictions on the use of the PROPERTY, including, but not limited to, the requirement that buyer shall not add any substantial improvements to the PROPERTY without the prior express written consent of the DEPARTMENT/ASSIGNOR. ASSIGNEE and DEPARTMENT/ASSIGNOR hereby acknowledge and agree that the provisions of both the HCNRA and the Historical Covenant apply to the PROPERTY. Furthermore, in the event that the HCNRA and the Historical Covenant conflict, the more restrictive provision of the two agreements shall apply in order to give the

greatest protection to the PROPERTY. Finally, DEPARTMENT/ASSIGNOR and ASSIGNEE agree that Notwithstanding Provision 1 above, DEPARTMENT/ASSIGNOR has retained all of the rights, duties and obligations described and set forth in that HCNRA.

3. As a condition of ASSIGNEE's acceptance of this AAA and all of the obligations, covenants, agreements, conditions of the Historical Covenant that will now be performed or observed by ASSIGNEE in perpetuity, DEPARTMENT/ASSIGNOR will pay ASSIGNEE a one-time service fee in the amount of _____ (\$ _____) (the "Service Fee").

4. In the event that ASSIGNEE is unable to satisfy its obligations, duties and responsibilities as required by this AAA and the Historical Covenant, ASSIGNEE agrees to notify the DEPARTMENT/ASSIGNOR in writing within 30 calendar days of having said knowledge of its inability to satisfy those said obligations, duties and responsibilities. ASSIGNEE may then, with DEPARTMENT/ASSIGNOR's prior written approval, assign its interest in this AAA and the Historical Covenant, as well as transfer the remainder of the Service Fee, including any interest accrued thereon, if any, to its ASSIGNEE, along with all conditions, obligations and duties set forth in this AAA and the Historical Covenant. ASSIGNEE acknowledges that the DEPARTMENT/ASSIGNOR expressly reserves the right to approve of the new ASSIGNEE. Preference will be given to a qualified agency or organization which has a board of directors, staff, or consultants with practical knowledge of the approaches set forth in "The Secretary of the Interior's Standards for the Treatment of Historic Properties."

5. Neither DEPARTMENT/ASSIGNOR nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ASSIGNEE or ASSIGNEE's successors or assigns under or in connection with any work, authority or jurisdiction delegated to ASSIGNEE, its successors or assigns under this AAA. DEPARTMENT/ASSIGNOR reserves the right to represent itself in any litigation in which DEPARTMENT/ASSIGNOR's interests are at stake.

6. This AAA shall be governed by and construed in accordance with the laws of the State of California. Time is of the essence of this AAA. This AAA shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. This AAA constitutes the entire agreement of the parties hereto on the matters covered. The invalidity or unenforceability of any provision(s) of this AAA shall not render any other provision(s) invalid or unenforceable.

7. This AAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.

8. This AAA shall be deemed effective upon the last of the dates DEPARTMENT/ASSIGNOR and ASSIGNEE sign, which is _____.

IN WITNESS WHEREOF, DEPARTMENT/ASSIGNOR and ASSIGNEE have executed this AAA as set forth below.

Acknowledged by:

HELEN M. OFIELD, PRESIDENT
Lemon Grove Historical Society
ASSIGNEE

Date

Approved as to Form and Procedure:

GLENN B. MUELLER
Assistant Chief Counsel
State of California Department of Transportation

Date

BRUCE APRIL
Deputy District Director
District 11 Division of Environmental Planning
State of California Department of Transportation

Date

JANET SCHAFER
Deputy District Director
District 11 Division of Right of Way
State of California Department of Transportation

Date

Acknowledged by:

Grantee

Date

Grantee

Date

(Notary Acknowledgements must be attached per Civil Code Section 1180 et seq)

Recording requested by:
DEPARTMENT OF TRANSPORTATION
When recorded, Mail to:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
4050 Taylor Street, M.S. 310
San Diego, CA 92110
Attn: Lena Young
Excess Land

Space Above Line For Recorder's Use

HISTORICAL COVENANT AND NOTICE OF RESTRICTIONS

Agreement No. 8336-A

This HISTORICAL COVENANT AND NOTICE OF RESTRICTIONS (this "Historical Covenant") is entered into this _____ day of _____, 2012, by and between _____, GRANTEE under Director's Deed DD 022373-01-01 (collectively, "GRANTEE") and the STATE OF CALIFORNIA, acting by and through its Department of Transportation ("DEPARTMENT/GRANTOR"),

- A. Whereas, GRANTEE is or will become the owner of a parcel of real property which has been determined to be eligible for inclusion on the National Register of Historic Places and is listed in the California Register of Historical Resources located at 8336 Golden Avenue in the City of Lemon Grove, County of San Diego, State of California, more particularly described below and hereinafter referred to as "the PROPERTY":

That portion of Lot 69, LEMON GROVE PARK in the City of Lemon Grove, County of San Diego, State of California, according to Map thereof No. 1303 filed in the office of the Recorder of San Diego County, January 17, 1911, as conveyed in grant deed to the State of California recorded January 8, 1993 as Document No. 1993-0010786 in said office of the Recorder, lying Southwesterly of the following described line:

BEGINNING at a point on the Southeasterly line of the above described Parcel, said point bears N.65°47'45"E. (N.65°23'30"E. per said grant deed), 229.83 feet along said line from the Southwesterly corner of said Parcel: thence (1) leaving said line N.31°00'47"W., 116.95 feet to the Northwesterly line of said Parcel and the POINT OF TERMINUS, said point bears N.61°31'30"E. (S.61°11'50"W.), 219.07 feet along said line from the Northwesterly corner of said Parcel.

Containing 24,267 square feet, more or less.

ADDENDUM 2

Subject to the attached PRESERVATION COVENANT (Appendix 1), LEAD WARNING STATEMENT (Appendix 2), ASSIGNMENT AND ASSUMPTION AGREEMENT (Addendum 1) and HISTORICAL COVENANT AND NOTICE OF RESTRICTIONS (Addendum 2), special assessments if any, restrictions, reservations, and easements of record.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State Highway.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 6. Multiply all distances used in the above descriptions by 1.000025 to obtain ground level distances.

- B. Whereas, the PROPERTY possesses significant historical value and characteristics that are of great importance to GRANTEE, the people of San Diego County, and the people of the State of California; and
- C. Whereas, GRANTEE and DEPARTMENT/GRANTOR desire and intend that the historical values and characteristics of the PROPERTY be preserved, protected, enhanced and retained in perpetuity.

NOW, THEREFORE, to assure the preservation, protection, enhancement and retention of the historic value and characteristics of the PROPERTY, GRANTEE hereby voluntarily covenants on behalf of itself and all successive owners of the PROPERTY to DEPARTMENT/GRANTOR and its successors and assigns, for good and valuable consideration, including of their mutual promises and covenants, the receipt and sufficiency of which is hereby acknowledged, to do or refrain from doing the following with respect to the PROPERTY:

1. GRANTEE and GRANTEE's successors and assigns shall maintain and preserve all original exterior and interior architectural features and fixtures, hereinafter referred to as "Character Defining Features," listed and more particularly described below:

INTERIOR FEATURES TO BE PROTECTED:

Interior throughout the House:

- Original single- and multi-panel (some arched, some plain) doors and closet doors with wrought iron or cut-glass door hardware
- Wall sconces
- Original wrought-iron curtain rods above windows
- Hardwood floors

Ground-floor:

- Curved rough-tooled lath and plaster ceiling and arched openings in entry hall
- Ceiling beams with supporting brackets and rough-tooled lath and plaster ceiling (dining room, living room)
- Rough-tooled lath and plaster walls (entry hall, living room, dining room)
- Ceiling-mounted light fixture (entry hall, stairwell and dining room)
- Curved plaster shallow wall niche (entry hall)
- Quarry tile floor and tile baseboards (entry hall)
- Wrought-iron stair hand-rails and decorative glazed tile work in open stairwell
- Wood supports and beam in rectangular open entry from entry to dining room
- Quarry tile fireplace hearth, wood mantel with curvilinear support brackets, arched fireplace box with the decorative glazed tile work on the surround (living room)
- French doors to rear yard with wrought-iron curtain rod (living room)
- Built-in bookcase and cabinets and arched tops (living room)
- Wide wood baseboards (dining and living rooms)

Second floor:

- Built-in bedroom desks (rear Bedroom, northeast corner of house)
- Ceiling-mounted light fixtures (hallway)

EXTERIOR FEATURES TO BE PROTECTED:

- Hip-roof with open eaves and exposed curvilinear rafter tails
- Stucco walls textured to mimic adobe
- Cantilevered balcony on front elevation with existing turned balusters (repaired and partially reconstructed), simple posts, and curvilinear brackets
- Original casement windows, some with deep window reveals
- Tiled entry door surround, deep reveal, and arched opening
- Eight-panel slightly-arched entry door with wrought iron door hardware
- Brick entry porch and tile threshold
- Wrought iron porch light and wall sconces
- Small niche leaded-glass window on front elevation with decorative wrought-iron grille and deep window reveal
- Wood planter bar on brackets beneath casement window on ground floor front elevation beneath the cantilevered balcony
- Plank doors and wrought iron door hardware

- Stepped and curvilinear consoles and cantilever on second-story bay on front elevation, northwest corner of house
 - Decorative brackets and cantilever of second-story bedroom on rear elevation, northeast corner of house
 - Stuccoed chimney extending above living room roof
 - Stamped and painted concrete walkway from drive to front entry porch
 - Stuccoed connecting wall between house and garage, with slightly arched opening to rear yard, decorative glazed tile above opening
 - Curvilinear drive
 - Shutters with S-shape brackets
2. In order to preserve and enhance those Character Defining Features that make the PROPERTY eligible for inclusion on the National Register of Historic Places, and listed in the California Register of Historical Resources GRANTEE and GRANTEE's successors and assigns shall preserve and maintain the PROPERTY in accordance with the recommended approaches set forth in The Secretary of the Interior's Standards for the Treatment of Historic Properties, found at 36 Code of Federal Regulations, Part 68, and all amendments or modifications thereto.
 3. Without express prior written permission executed by a fully authorized representative of DEPARTMENT/GRANTOR or its assignee, or their successors or assigns, which will not be unreasonably withheld, GRANTEE or GRANTEE's successors and assigns shall not undertake any type of construction, alteration, remodeling, relocation or demolition of the PROPERTY which would affect the Character Defining Features of the PROPERTY.
 4. GRANTEE and GRANTEE's successors and assigns shall permit DEPARTMENT/GRANTOR and/or its assignee, at time of sale or transfer, at time of any application for any building permit, or at any time chosen by DEPARTMENT/GRANTOR and/or its assignee to inspect the PROPERTY for the purpose of ascertaining that the obligations and duties set forth herein are being observed.
 5. In the event of a violation of this Covenant, and in addition to any remedy now or hereafter provided by law, DEPARTMENT/GRANTOR or DEPARTMENT/GRANTOR's assignee, may, as allowed by law and following thirty (30) days prior written notice to GRANTEE or GRANTEE's successors and assigns, initiate legal action or proceedings to enjoin said violation and to require the remediation of any changes made to the features, spaces or spatial relationships characterizing the historic aspects of the PROPERTY.
 6. This Historical Covenant shall run with the PROPERTY and be binding upon DEPARTMENT/GRANTOR and GRANTEE, and upon DEPARTMENT/GRANTOR's and GRANTEE's respective successors and assigns. GRANTEE and GRANTEE's successors and assigns shall include this Historical Covenant either verbatim or by express reference thereto, in any deed or other legal instrument by which fee simple title

or any other lesser estate in the PROPERTY or any part thereof is transferred or otherwise passes. Said deed or other legal instrument shall be recorded in the office of the San Diego County Recorder. The failure of GRANTEE or of GRANTEE's successors and assigns to comply with this provision shall not impair the validity of this Historical Covenant or limit its enforceability in any way. Any successors in interest or assigns of GRANTEE, by acceptance of a deed, lease or other document purporting to convey an interest in the Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions and conditions of this Historical Covenant.

7. The failure of DEPARTMENT/GRANTOR or DEPARTMENT/GRANTOR's assignee to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right of remedy at any other time.

GRANTEE, for itself and on behalf of its successors and assigns hereby agrees and acknowledges that neither DEPARTMENT/GRANTOR nor DEPARTMENT/GRANTOR's assignee shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by GRANTEE, its heirs, successors, and assigns, under or in connection with their obligations, duties or responsibilities set forth in this Covenant.

9. It is understood and acknowledged that DEPARTMENT/GRANTOR, as set forth in the Assignment and Assumption Agreement effective on _____, has permanently assigned, transferred, and released all of its obligations, responsibilities, and any liabilities set forth in this Historical Covenant to the Lemon Grove Historical Society, a California non-profit corporation, its successors and assigns. Further, the Lemon Grove Historical Society, as DEPARTMENT/GRANTOR's assignee, has agreed to and will assume and completely and timely perform, comply with and discharge, each and every obligation, covenant, representation, warranty, duty and liability of DEPARTMENT/GRANTOR as described herein.
10. Subsequent to execution of this Historical Covenant by all parties hereto, this Historical Covenant shall be recorded in the office of the San Diego County Recorder.
11. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
12. Execution of the Historical Covenant by GRANTEE shall constitute conclusive evidence that GRANTEE has read and understood the contents thereof, and agrees to be bound by the foregoing provisions, conditions, restrictions, and assignment, and to perform the obligations herein set forth.

13. GRANTEE acknowledges that as buyers of the PROPERTY they have also entered into an Assignment and Assumption Agreement (AAA) dated _____, which is incorporated herein by this reference, pursuant to Government Code 54235, et. seq. That AAA places certain additional restrictions on the use of the PROPERTY including, but not limited to, the requirement that GRANTEE obtains written approval from the DEPARTMENT/GRANTOR prior to commencing any substantial repairs to that said property. GRANTEE hereby acknowledges and agrees that the provisions of both the AAA and this Historical Covenant apply to PROPERTY with regard to the Character Defining Features. Furthermore, in the event that the AAA and this Historical Covenant conflict, the more restrictive provision of the two agreements shall apply in order to give the greatest protection to the PROPERTY.
14. The following definitions will be utilized for each of the terms listed :
- a.) The words “*preserve*”, “*preserving*”, and/or “*preservation*” is defined as the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project as set forth in Title 36 Code of Federal Regulations (CFR) Part 68 Sec. 68.2 Definitions.
 - b.) The words “*rehabilitate*”, “*rehabilitating*”, and/or “*rehabilitation*” are defined as the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values as set forth in 36 CFR Part 68.2.
 - c.) The word “*integrity*” is defined as the ability of a property to convey its significance. The seven aspects that combined produce integrity are location, design, setting, materials, workmanship, feeling, and association as set forth in the U.S. Department of the Interior National Register Bulletin 15, *How to Apply the National Register Criteria for Evaluation*.
15. GRANTEE shall at all times maintain insurance on the PROPERTY at a level equal to 100% of replacement cost and shall provide that such insurance policy names the STATE OF CALIFORNIA, Department of Transportation, and Lemon Grove Historical Society, their successors and assigns, as additionally insured parties.
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.

17. This Agreement shall be deemed effective upon the last of the dates that
DEPARTMENT/GRANTOR and GRANTEE sign, which is
_____.

Grantee Date

Grantee Date

BRUCE APRIL
Deputy District Director
District 11 Division of Environmental Planning
State of California Department of Transportation Date

JANET SCHAFFER
Deputy District Director
District 11, Division of Right of Way
State of California Department of Transportation Date

Approved as to Form and Procedure:

GLENN B. MUELLER
Assistant Chief Counsel,
State of California Department of Transportation Date

Acknowledged by:

HELEN M. OFIELD, PRESIDENT
Lemon Grove Historical Society
Assignee Date

(Notary Acknowledgments must be attached per Civil Code Section 1180 et seq)



DD22373-01-01

Lines shown hereon
are approximate

GOLDEN AVE

CRANE ST

ROY ST



N

No Scale

This is not a Survey Product.
Aerial Imagery is from year 2010
Copyright 2010, Eagle Aerial
Imagery, All Rights Reserved

STATE OF CALIFORNIA HIGHWAY USAGE

STATE BUSINESS FREE GOVT CODE 6103
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

When recorded mail to:

State of California
Department of Transportation
4050 Taylor Street M.S. 310
San Diego, CA 92110

Space above this line for Recorder's Use

R/W MAP: 53533 APN: NONE E.A. : 001952

DIRECTOR'S DEED

District	County	Route	Post	Number
11	SD	125	P.M. 14.0	DD 22373-01-01

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to

all that real property in the City of Lemon Grove, County of San Diego, State of California, described as:

SEE EXHIBIT "A", ADDENDUM 1-2, APPENDIX 1-2,
ATTACHED HERETO AND MADE A PART HEREOF:

MAIL TAX
STATEMENTS TO:

Exhibit "A"

That portion of Lot 69, LEMON GROVE PARK in the City of Lemon Grove, County of San Diego, State of California, according to Map thereof No. 1303 filed in the office of the Recorder of San Diego County, January 17, 1911, as conveyed in grant deed to the State of California recorded January 8, 1993 as Document No. 1993-0010786 in said office of the Recorder, lying Southwesterly of the following described line:

BEGINNING at a point on the Southeasterly line of the above described Parcel, said point bears N.65°47'45"E. (N.65°23'30"E. per said grant deed), 229.83 feet along said line from the Southwesterly corner of said Parcel: thence (1) leaving said line N.31°00'47"W., 116.95 feet to the Northwesterly line of said Parcel and the POINT OF TERMINUS, said point bears N.61°31'30"E. (S.61°11'50"W.), 219.07 feet along said line from the Northwesterly corner of said Parcel.

Containing 24,267 square feet, more or less.

Subject to the attached APPENDIX 1, PRESERVATION COVENANT, special assessments if any, restrictions, reservations, and easements of record.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State Highway.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 6. Multiply all distances used in the above descriptions by 1.000025 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Jerry J. LePage

Date Oct. 9, 2008

AU F.W.

CK K.B.

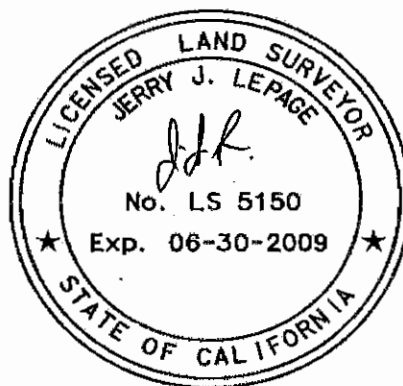
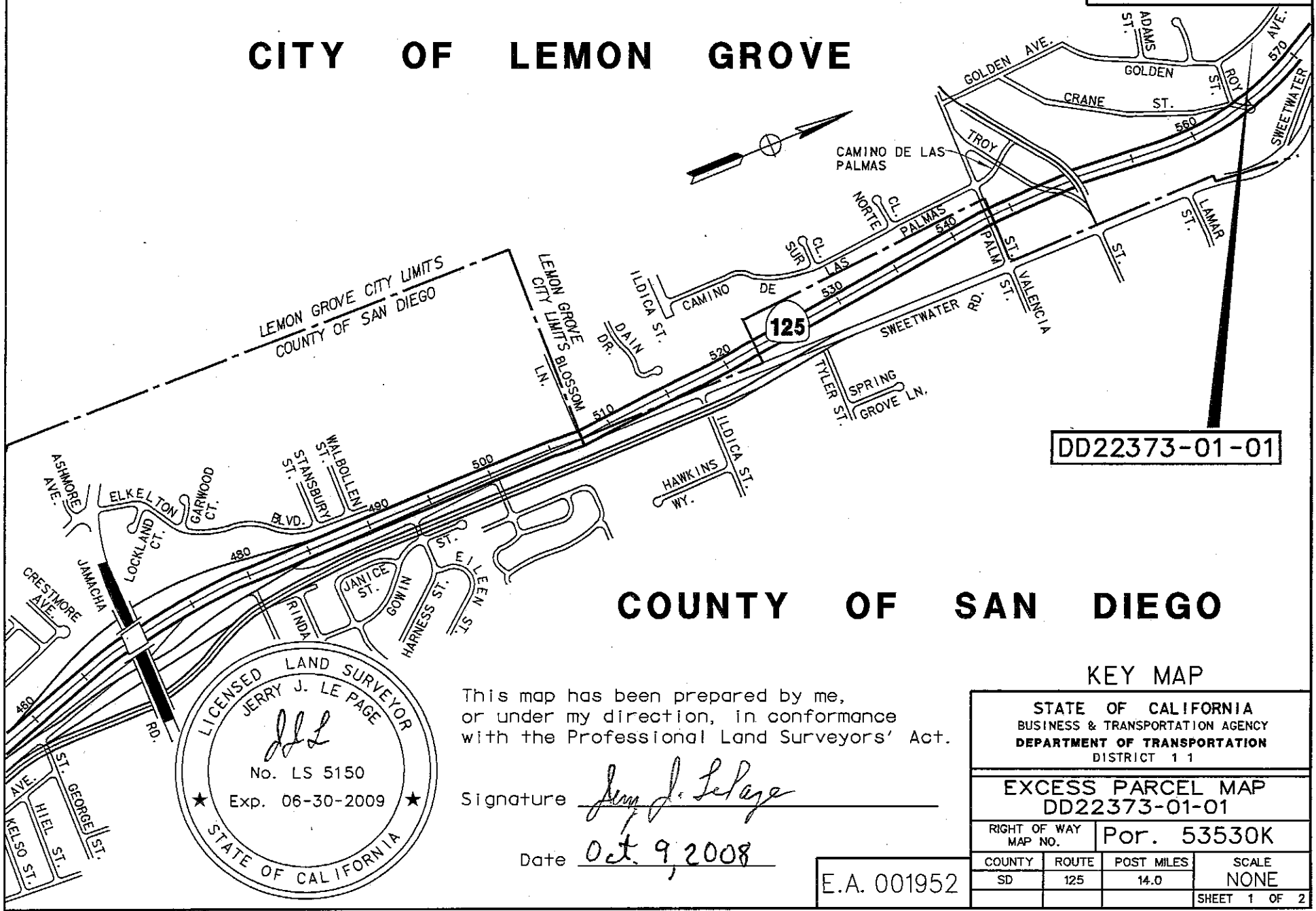


EXHIBIT "B"

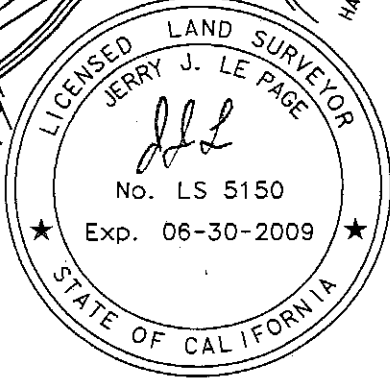
CITY OF LEMON GROVE



COUNTY OF SAN DIEGO

KEY MAP

This map has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Signature Jerry J. LePage

Date Oct. 9, 2008

E.A. 001952

STATE OF CALIFORNIA BUSINESS & TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION DISTRICT 11			
EXCESS PARCEL MAP DD22373-01-01			
RIGHT OF WAY MAP NO.		Por. 53530K	
COUNTY	ROUTE	POST MILES	SCALE
SD	125	14.0	NONE
			SHEET 1 OF 2

EXHIBIT "B"

CITY OF LEMON GROVE

LEMON

GROVE

PARK

AVENUE

MAP

1303

GOLDEN

AREA=24,267 SF

DD22373-01-01



LOT 68
LOT 69
230'

219'

LOT 69

LOT 68

57'

51'

R.O.S.

(22373)

121'
4124

59'

65'

568+53.67 EC
"125S" LINE

P.M. 14.0

"125S" LINE

ROUTE 125

567+78.96 EC
"125N" LINE

"125N" LINE

LOT 68
LOT 67

STATE OF CALIFORNIA
BUSINESS & TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

EXCESS PARCEL MAP
DD22373-01-01

RIGHT OF WAY
MAP NO.

Por. 53533

COUNTY	ROUTE	POST MILES	SCALE
SD	125	14.0	NONE
			SHEET 2 OF 2

E.A. 001952

CERTIFICATE OF PRE-BID AGREEMENT

I hereby understand and agree that the parcel(s) upon which I may bid will be sold "as-is," and that all sales are final. This means that the State of California does not guarantee, warrant or imply any potential for development or uses of said parcel(s). I have exercised due diligence regarding feasibility of existing and/or potential use(s) of the parcel(s) and I have investigated, to my own satisfaction, any possible conflicts/problems with zoning and/or development regarding parcels upon which I may bid.

If I am the successful bidder on one or more of these parcels I shall hold the State of California harmless regarding any limitations as to development potential of the parcel(s). Furthermore, I shall release the State from any liability regarding any/all conflicts with local zoning, building, or development requirements.

I understand and agree that, after close of bidding, the State has no obligation to provide further information, soil studies, mapping, title reports, appraisals, curative work, zoning applications, utility relocation, construction advice, surveys, price renegotiation, or any other assistance in pursuit of private property development.

I further agree to complete the terms and conditions of the purchase agreement, which I will sign and date on _____, 2012.

I understand that if I fail to complete the transaction as agreed, I shall forfeit my \$7,500 deposit.

Bid Applicant _____ **Date** _____
(Signature)

(Print Name)